

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
ST. JOHN THE BAPTIST PARISH
AND
CITY OF MONROE**

This Agreement is entered into on the dates set forth herein by and between:

ST. JOHN THE BAPTIST PARISH ("SJP"), a political subdivision of the State of Louisiana, herein represented by Jaclyn Hotard, President of St. John the Baptist Parish Government; and,

CITY OF MONROE, LOUISIANA ("City") a political subdivision of the State of Louisiana, herein represented by its duly authorized Mayor, Friday Ellis.

WHEREAS, La. R.S. 33:1324 provides that any parish or political subdivision of the state may make agreements among themselves to engage jointly in the construction or improvement of any public project or the promotion and maintenance of any undertaking provided that at least one of the participants to the agreement is authorized by law to complete the undertaking; and,

WHEREAS, SJP, through its Parish President, during an emergency event in the parish, is empowered to take the steps and measures necessary to protect the lives and property of the citizens of St. John the Baptist Parish; and,

WHEREAS, SJP and the City wish to memorialize an agreement to grant the right to use Saul Adler Community Center, Henrietta W. Johnson Community Center and Liller Maddox Marbles Community Center as emergency shelters in the event of a mandatory evacuation of the Parish of Lafourche; and,

WHEREAS, SJP and the City find that entering into this Memorandum of Understanding will serve a public safety purpose and have a public benefit; and,

NOW, THEREFORE, IT IS HEREBY AGREED, by and between the parties, that:

1.

Upon declaration of a public emergency and mandatory evacuation in St. John the Baptist Parish as a result of a Category 3, 4, or 5 hurricane in the Gulf of Mexico, or any other publicly declared natural disaster or emergency that requires the mandatory evacuation of more than fifty percent (50%) of the population of St. John the Baptist Parish, the City grants to SJP the right to use the following community centers as necessary to provide shelter for SJP citizens/residents up to the maximum stated capacity for each center contained in Addendum No. 1 (subject to any additional capacity limitations or capacity determinations established by the Fire Chief of the City of Monroe or the Louisiana State Fire Marshal) during and in the aftermath of the Category 3, 4, or 5 hurricane, or any other publicly declared natural disaster or emergency that requires the mandatory evacuation of more than fifty percent (50%) of the population of St. John the Baptist

Parish:

- A. Saul Adler Community Center
3900 Westminster
Monroe, LA 71201
Tel: (318) 329-2446
Fax: (318) 329-3347
- B. Henrietta W. Johnson Community Center
2800 Bourg Jones Lane
Monroe, LA 71202
Tel: (318) 329-2448
Fax: (318) 329-2556
- C. Liller Maddox Marbles Community Center
2950 Renwick Street
Monroe, LA 71203
Tel: (318) 329-2447
Fax: (318) 329-3263

The fees for the use of each community center are set forth in Addendum No. 2 to this agreement.

2.

If a public emergency and evacuation is declared in St. John the Baptist Parish and SJP intends to exercise its right of use under this agreement as a result of a Category 3, 4, or 5 hurricane, or any other publicly declared natural disaster or emergency that requires the mandatory evacuation of more than fifty percent (50%) of the population of St. John the Baptist Parish, the Parish President, or their designee, shall provide at least 48-hours' notice to the City prior to the arrival of any St. John the Baptist Parish citizens residents in the City. The Parish President, or their designee, shall contact the Mayor's Office (Tel: (318) 329-2310; Fax: (318) 329-3300); the Director of Community Affairs (Tel: (318) 329-2290; Fax: (318) 329-2288); and the Director of Parks and Recreation (Tel: (318) 329-2523; Fax: (318) 329-2888). The Parish President, or their designee, shall inform the City of the date of the declaration and evacuation order, and provide a copy of said orders; the expected number of St. John the Baptist Parish evacuees that will be traveling to the City; an estimate of the allowable household pets accompanying the evacuees; which community centers will be needed for use; and an estimate of the period of time the City's facilities are expected to be needed, which shall be updated weekly.

3.

The City shall not be responsible for nor be held liable for the expenses involved in providing the use of its community centers to SJP. SJP shall be solely responsible for all expenses incurred in using the community center(s) and shall be required to reimburse the City for the actual cost of any materials, supplies, or equipment belonging to the City that are used or consumed

during the period that any community center(s) is being used by SJP under this agreement. SJP also accepts responsibility for and agrees to indemnify and reimburse the City for all damages to the community center(s) caused by or attributable to SJP's use of the facilities and the actual cost of all necessary repairs for such damage.

4.

SJP is solely responsible for the safety, security, and care of SJP evacuees sheltering in a City community center and shall be solely responsible for securing, providing, and the cost of all necessary food, toiletries, clothing, supplies, first aid or medical supplies, transportation, and all other necessary items for the care of SJP evacuees. The City may, at its sole option and upon request by SJP, provide items from its inventories or stores to assist with the care of SJP evacuees, but SJP shall be required to reimburse the City for the actual cost of any materials, supplies, or equipment belonging to the City that are used or consumed during the period that community centers are being used by SJP under this agreement.

5.

Access to the community center(s) shall be provided by the Mayor of the City of Monroe, who may appoint a designee(s) to unlock, monitor, and oversee the use of the community center(s) by SJP under this agreement. SJP shall be responsible for overtime pay for all reasonable, required overtime for City employees necessary for proper operation of the shelter during SJP's use of the facilities. SJP shall also be responsible for payment, including overtime, for security staff from the City of Monroe Police Department which is deemed necessary by the Police Chief of the City of Monroe. SJP shall also be responsible for payment, including overtime, for any fireman necessary for "fire watch" required by Louisiana State Fire Marshal guidelines. The City will be responsible for all time sheets and documentation of hours worked, which shall be sent to SJP upon request for reimbursement purposes.

6.

The City shall submit a monthly invoice with a breakdown of expenses and costs, including the rental fees set forth in Addendum No. 2 to this agreement, to St. John the Baptist Parish, Office of Homeland Security Emergency Preparedness for approval, Attention: Director of SJPOHSEP, 1801 W. Airline Hwy., LaPlace, LA 70068. The City shall submit a final invoice of costs, expenses, and fees no later than ninety (90) days after SJP discontinues use of the community center(s). The City, at its sole option, may submit separate invoices for the actual costs of any damage and/or necessary repairs caused by or attributable to SJP's use of the community center(s). SJP shall remit payment on the invoices no later than thirty (30) days after receipt.

7.

If necessary and desired by SJP, SJP shall be solely responsible for the installation and provision of adequate facilities, including shower and laundry facilities, and for providing generators in case of power failure at the community centers. If installation of these facilities or equipment is provided by the City at the request of SJP, SJP shall reimburse the City for any and all expenses and actual costs associated with the installation and use of this equipment. Any

facilities installed shall comply with all federal, state, and local laws, codes, and regulations and must be approved by the City prior to installation.

8.

To the fullest extent permitted by law, SJP shall protect, defend, indemnify, save and hold harmless the City, including its elected and appointed officials, Departments, Divisions, Agencies, Councils, Boards and Commissions, Districts, officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense, losses, suits, cost, actions, fines, penalties, and liability, whether actual or alleged, arising out of or resulting from injury, sickness, disease or death to any person or the damage, loss, expense or destruction of any property, including loss of use resulting there from, which may occur, be caused by, or in any way resulting from any actual or alleged act, omission, negligence, misconduct, or strict liability of SJP, its agents, its sub-contractors, partners, servants, officers, employees, volunteers, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, related to the performance or nonperformance of the contract herein entered into, including any and all cost, fines, penalties, expense and or attorney fees, including but not limited to expert witness fees, incurred by the City, all its elected and appointed officials, Departments, Divisions, Agencies, Councils, Boards and Commissions, Districts, officers, agents, servants and employees, including volunteers, as a result of any such claims, demands and or causes of action including any costs associated with the enforcement of this indemnity provision except those arising out of the sole negligence of City, Boards and Commissions, their officers, agents, servants and employees, including volunteers and without, however, waiving any governmental immunity available to SJP under Louisiana law, including the Louisiana Homeland Security and Emergency Assistance and Disaster Act, and without waiving any defenses of the parties hereto.

9.

This Agreement shall be terminated under any or all the following conditions:

- A. By written mutual agreement and consent of the parties hereto;
- B. By SJP or the City for cause with ninety (90) days' written notice to the other party stating the reason for such cause. Such cause may include the failure of either party to comply with the terms and conditions of this agreement in a satisfactory manner, with allowance being made for circumstances beyond the control of the parties.

10.

The City reserves the right to charge SJP cancellation costs in the event a previously contracted and scheduled program at Saul Adler Community Center, Henrietta W. Johnson Community Center, or Liller Maddox Marbles Community Center requires cancellation due to the use of the facility as an emergency shelter. These cancellation costs will include any amounts already expended by the community center(s) as required by the cancelled contract and the cost of providing any refunds under the contract. SJP shall not be responsible for lost revenues associated with its use of the community center(s).

11.

The City shall allow LPG to pre-inspect the entire community center(s) and its facilities to establish its condition prior to occupancy and use by SJP. SJP shall return the community center(s) it uses in substantially the same condition as it was received by SJP.

12.

The City additionally grants SJP the right to use portions of the Monroe Civic Center campus to house up to a maximum of 50 evacuated domestic household pets from SJP pursuant to the same terms set forth above. Animal care shall be provided by the owners and/or a volunteer agency. The precise location where animals will be housed will be determined at the sole discretion of the Monroe Civic Center Director.

13.

SJP shall provide and maintain a minimum of \$1,000,000.00 in insurance covering all general risks and damages to the community centers, Civic Center, employees, and guests, naming the City of Monroe as an additional insured. SJP shall provide evidence of said insurance by presenting a certificate of insurance to the City of Monroe prior to using the community center(s). SJP is required to comply with all insurance requirements set forth in this agreement and Addendum No. 2 to this agreement.

Term

This agreement shall remain in effect from the date of execution by the last signing party until **December 31, 2024**, subject to written amendment upon mutual consent.

Compliance with Laws

The parties hereto, and their employees, contractors and agents shall comply with all applicable federal, state and local laws and ordinances while performing under this agreement.

Choice of Law

This agreement shall be governed by Louisiana law and the provisions of this agreement shall be enforced and brought in the Fourth Judicial District Court, Ouachita Parish, Louisiana.

Severability

In case anyone or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this agreement. The provisions of this agreement are therefore deemed to be severable.

Amendment

No amendment to this agreement shall be effective unless it is in writing, signed by the duly authorized representatives of both parties.

No Waiver

The failure of LPG or the City to enforce any of the terms of this agreement or to provide any of the supporting documentation in any particular instance shall not constitute a waiver of, or preclude the subsequent enforcement of, any or all of the terms or conditions of this agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Memorandum of Understanding on this 24th day of August, 2021 in the presence of the undersigned witnesses, after due reading of the whole.

WITNESSES:

Natasha Chopin
Signature

Natasha Chopin
Print Name

[Signature]
Signature

DESHANDA TIRMIN
Print Name

St. John the Baptist Parish

By: [Signature]

Jaclyn Hotard, Parish President

Notary Public

IN WITNESS WHEREOF, the parties hereto have signed this Memorandum of Understanding on this _____ day of _____, 2021 in the presence of the undersigned witnesses, after due reading of the whole.

WITNESSES:

City of Monroe, Louisiana

Signature

By: _____

Friday Ellis, Mayor

Print Name

Notary Public

Signature

Print Name

Addendum No. 1

The following tables establish the maximum shelter capacity for Saul Adler Community Center, Henrietta W. Johnson Community Center and Liller Maddox Marbles Community Center based on the shelter need and/or expected duration of evacuation. These capacities have been established by the Monroe Fire Department in accordance with FEMA and Louisiana State Fire Marshal guidelines:

Saul Adler Community Center (9,125 sq. ft.)

| Shelter Type | Duration | Sq. Ft. Per Person | Maximum Capacity |
|----------------------------|---------------------------------------|--------------------------------|----------------------------|
| Temporary Shelter | Less than 2 hours | 6 sq. ft. (sitting) | 1520 |
| Short Term Shelter | 2 hours – 12 hours (Not Overnight) | 10 sq. ft. | 912 Fire Watch Required |
| Long Term Shelter | 12 hours – 36 hours | 20 sq. ft. | 456 Fire Watch Required |
| Extended Long-Term Shelter | More than 36 hours | 30 sq. ft. Mem. No. 2013-04 | 305 Fire Watch Required |

Henrietta W. Johnson Community Center (8,797 sq. ft.)

| Shelter Type | Duration | Sq. Ft. Per Person | Maximum Capacity |
|----------------------------|---------------------------------------|--------------------------------|----------------------------|
| Temporary Shelter | Less than 2 hours | 6 sq. ft. (sitting) | 1466 |
| Short Term Shelter | 2 hours – 12 hours (Not Overnight) | 10 sq. ft. | 880 Fire Watch Required |
| Long Term Shelter | 12 hours – 36 hours | 20 sq. ft. | 440 Fire Watch Required |
| Extended Long-Term Shelter | More than 36 hours | 30 sq. ft. Mem. No. 2013-04 | 294 Fire Watch Required |

Liller Maddox Marbles Community Center (7,602 sq. ft.)

| Shelter Type | Duration | Sq. Ft. Per Person | Maximum Capacity |
|----------------------------|---------------------------------------|--------------------------------|----------------------------|
| Temporary Shelter | Less than 2 hours | 6 sq. ft. (sitting) | 1266 |
| Short Term Shelter | 2 hours – 12 hours (Not Overnight) | 10 sq. ft. | 760 Fire Watch Required |
| Long Term Shelter | 12 hours – 36 hours | 20 sq. ft. | 380 Fire Watch Required |
| Extended Long-Term Shelter | More than 36 hours | 30 sq. ft. Mem. No. 2013-04 | 254 Fire Watch Required |

***ALL CAPACITY RESTRICTIONS ARE SUBJECT TO LOUISIANA STATE FIRE MARSHAL GUIDELINES AND THE DETERMINATION OF THE CITY FIRE CHIEF**

Addendum No. 2

This addendum to the Memorandum of Understanding by and between SJP and the City establishes additional contractual obligations of the parties with respect to the agreement:

A. Minimum Limits of Insurance

SJP shall procure and maintain, for the duration of this agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the terms of this agreement by the parties, and actions by its agents, representatives, employees, or drivers. SJP shall maintain limits no less than:

1. General Liability: \$1,000,000.00 combined single limit per occurrence for bodily injury, personal injury, and property damage.
2. Automobile Liability: \$500,000.00 combined single limit per accident, for bodily and property damage.
3. Worker's Compensation Insurance to meet the applicable statutory requirements and Employers' Liability Insurance with limits of not less than \$1,000,000.00, which shall include:
 - a) Alternate Employer Endorsement
 - b) Voluntary Compensation Endorsement

B. Other Insurance Provisions

SJP must provide insurance policies that contain, or are endorsed to contain, the following provisions:

1. The City must be named as an "additional insured" with respect to all liability arising out of activities performed by or on behalf of SJP, and vehicles owned, occupied or used by SJP.
2. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to each receiving party.
3. The receiving party's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
4. All policies of insurance shall, where applicable, favor all receiving parties with a waiver of subrogation.
5. Workers' Compensation and Employers Liability Coverage: The insuring parties

and the insurer shall agree to waive all rights of subrogation against each "additional insured" party, its officers, officials, employees and volunteers for losses arising from work performed by the insuring party for each "additional insured" party.

6. All Coverages

- a. Each insurance policy required by this article shall be endorsed to state that coverage shall not be suspended, voided, cancelled by any party, or reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to each party listed as "additional insured."
- b. All policies shall provide primary coverage over any other coverage.
- c. Coverage should be endorsed to cover the proper "territory" of operations.

C. Acceptability of Insurance

Insurance coverage shall be procured from and provided by an insurer authorized to do and doing business in the State of Louisiana with a Best's Credit Rating of no less than A.

C. Verification of Coverage

The parties to this agreement shall furnish to each other party certificates of insurance effecting coverage required by this article. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates for each insurance policy are to be received and approved by the receiving party prior to use of the facilities under this agreement. Each party reserves the right to require complete, certified copies of all required policies, at any time.

D. Rental Fees for Community Centers

The parties agree that the following costs are established for daily use of the community centers under this agreement. The fees in this chart apply to the use of each facility and are not to be considered a single cost for the use of all facilities:

1. Monday – Saturday: \$25 per hour or \$600 per day; and
2. Sunday: \$35.00 per hour or \$840.00 per day.

RESOLUTION

STATE OF LOUISIANA

CITY OF MONROE

NO. 8050

The following Resolution was introduced by Mr./Mrs. Ezemack who moved for its adoption and was seconded by Mr./Mrs. Dawson:

A RESOLUTION APPROVING AND AUTHORIZING A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF MONROE AND ST. JOHN THE BAPTIST PARISH GOVERNMENT AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, La. R. S. 33:1324 provides any parish or political subdivision of the State may make agreements among themselves to engage jointly in the construction or improvement of any public project or the promotion and maintenance of any undertaking provided that at least one of the participants to the agreement is authorized by law to complete the undertaking; and,

WHEREAS, St. John the Baptist Parish Government, through its Parish President, during an emergency event in the parish, is empowered to take steps and measures necessary to protect the lives and property of the citizens of St. John the Baptist Parish Government; and,

WHEREAS, St. John the Baptist Parish Government and the City of Monroe wish to memorialize an arrangement to grant the right of use of Saul Adler Community Center, Henrietta W. Johnson Community Center, and Liller Maddox Marbles Community Center owned by the City of Monroe, as an emergency shelter in the event of a mandatory evacuation of the St. John the Baptist Parish Government; and

WHEREAS, St. John the Baptist Parish Government and the City of Monroe find that entering into this Memorandum of Understanding, attached hereto and made a part hereof, will serve a public safety purpose and have a public benefit.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Monroe, Louisiana, in legal session convened, that we do hereby approve and direct that St. John the Baptist Parish Government and the City of Monroe enter into the attached Memorandum of Understanding.

This Resolution having been submitted in writing, and was then submitted to a vote as a whole, the vote thereon, being as follows:

AYES: Harvey, Ezemack, Woods, Marshall + Dawson

NAYS: None

ABSENT: None

And the Resolution was declared ADOPTED on the 10th day of August 2021.

Carolus S. Riley
CITY CLERK

Carley Marshall
CHAIRMAN

ST. JOHN THE BAPTIST PARISH COUNCIL
STATE OF LOUISIANA

RESOLUTION
R21-121

Councilman Madere proposed and Councilman Wright seconded the following resolution:

THE ST. JOHN THE BAPTIST PARISH COUNCIL HEREBY RESOLVES:

**A RESOLUTION AUTHORIZING ST. JOHN THE BAPTIST PARISH PRESIDENT TO SIGN
AND EXECUTE A MEMORANDUM OF UNDERSTANDING (MOU) WITH THE CITY OF
MONROE FOR EMERGENCY SHELTERS**

WHEREAS, Article IV, Section H (2) and (5) of the St. John the Baptist Parish Home Rule Charter permits the Parish Council to adopt a resolution when authorizing a designated person(s) to execute a previously approved contract on its behalf and or to perform a ministerial act related to the administrative business of the Parish; and

WHEREAS, the MOU will allow St. John the Baptist Parish to use community centers in the City of Monroe as necessary to provide shelter for Parish residents; and,

WHEREAS, upon declaration of a public emergency and mandatory evacuation in St. John the Baptist Parish as a result of a natural or man-made disaster, the MOU will become activated for evacuees; and,

WHEREAS, fees for the community centers are \$600 per day or \$25 per hour, Monday through Saturday and \$840 per day or \$35 per hour on Sundays; and

WHEREAS, fees for use of the City of Monroe's community centers will be funded through the Public Works Department with anticipated FEMA Reimbursement

NOW, THEREFORE, BE IT RESOLVED, by the St. John the Baptist Parish Council, that Parish President, Jaclyn Hotard, is hereby duly authorized and empowered on behalf of the St. John the Baptist Parish Council to execute a Memorandum of Understanding with the City of Monroe.

This resolution having been submitted to a vote, the vote thereon was as follows:

YEAS: Madere, Becnel, Torres, Houston, Malik, Duhe-Griffin, Arcuri, Schnyder, Wright

NAYS: None

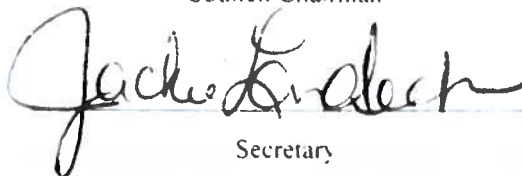
ABSTAIN: None

ABSENT: None

And, the resolution was declared adopted on this, the 24th day of August, 2021.



Council Chairman



Secretary

Approved: X

Veto: _____



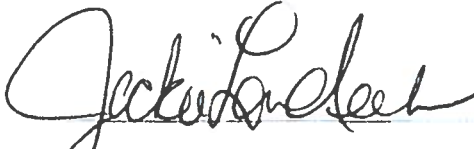
Parish President

* * * * *

C E R T I F I C A T E

I, Jackie Landeche, Secretary of the Council of the Parish of St. John, State of Louisiana, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the St. John Parish Council in regular meeting held on the 24th day of August 2021.

Signed at Laplace, Louisiana this 24 day of August 2021.



Jackie Landeche
Secretary

